UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/911,853	07/23/2001	Naushad Ali	352858001US1	3888

25096 7590 06/29/2006	EXAMINER
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Please find below and/or attached an Office communication concerning this application or proceeding.

PTO-90C (Rev. 10/03)

	Application No.	Applicant(s)
Office Action Summary	09/911,853	ALI, NAUSHAD
	Examiner	Art Unit	
	DANIEL LASTRA	3622	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE <u>3</u> MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on <u>23 October 2003</u>.

2a)☐ This action is **FINAL**.   2b)☒ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) <u>1-93</u> is/are pending in the application.

    4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) <u>1-93</u> is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

    Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

    Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

    a)☐ All   b)☐ Some * c)☐ None of:

        1.☐ Certified copies of the priority documents have been received.

        2.☐ Certified copies of the priority documents have been received in Application No. _____.

        3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

    * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1)☒ Notice of References Cited (PTO-892)

2)☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)

3)☒ Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08) Paper No(s)/Mail Date <u>10/28/03</u>.

4)☐ Interview Summary (PTO-413) Paper No(s)/Mail Date. _____ .

5)☐ Notice of Informal Patent Application (PTO-152)

6)☐ Other: _____.

DETAILED ACTION

1.   Claims 1-93 have been examined. Application 09/911,853 **(LOYALTY**

PROGRAM) has a filing date 07/23/2001 Claims Priority from Provisional Application

<u>60255993</u> (12/14/2000).

Claim Rejections - 35 USC § 112

2.   The following is a quotation of the first paragraph of 35 U.S.C. 112:

> The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same and shall set forth the best mode contemplated by the inventor of carrying out his invention.

Claims 17, 23, 24, 30, 40, 47, 51, 55-58, 66, 68 and 92 are rejected under 35

U.S.C. 112, first paragraph, as failing to comply with the written description requirement.

The claim(s) contains subject matter which was not described in the specification in

such a way as to reasonably convey to one skilled in the relevant art that the

inventor(s), at the time the application was filed, had possession of the claimed

invention.   Said claims recite limitation that where not described or explained in

Applicant's specification. Nowhere, in Applicant's specification is recited the limitations

"information provision transaction", "displaying an absolute amount of the reward

currency" "non-transitory display", "wherein the acquisition cost of the conveyed

financial instrument is less than or equal to one-half of the face value of the financial

instrument", "paper sign", "distinguished customer", "currency balanced is augmented

periodically for entering into a service contract, so long as the service remain in force",

"augmenting the reward based upon referring a customer", "threshold amount is a

guarantee future value or guarantee to increase over time" and "deferencing the received link".

The following is a quotation of the second paragraph of 35 U.S.C. 112:

> The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

Claims 30, 31, 40, 56-59 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. Said claims recite "transitory display is a paper sign". For purpose of art rejection, said limitation would be interpreted as displaying a transaction in a paper document. Claim 40 recites "wherein the acquisition cost of the conveyed financial instrument is less than or equal to one-half of the face value of the financial instrument". For purpose of art rejection, said limitation would be interpreted as buying equity with rewards. Claims 56-59 recite "wherein the distinguished action is referring a prospective member". The Applicant does not have support for this limitation. For purpose of art rejection, said limitation would be interpreted as giving rewards to customers who becomes members of the reward incentive program. Claim 92 recites the term "dereferencing". For purpose of art rejection, said limitation would be interpreted as linking to a website.

Claim Rejections - 35 USC § 103

3.   The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

Claims 1-11, 13, 46-59 and 77-81 are rejected under 35 U.S.C. 103(a) as being

unpatentable over Tenembaum (US 2001/0047295) in view of Perot (US

2002/0032627).

As per claim 1, Tenembaum teaches:

A method in a computing system for rewarding purchases by a user from

merchants among a set of merchants with a savings bond, the savings bond having a

maturity value, comprising:

for each merchant of the set, determining a reward percentage signifying a

fraction of the amount of purchases by the user from the merchant to be credited to a

reward account established for the user (see paragraphs 16-17),

receiving one or more electronic indications that the user has made a purchase

from a merchant among the set of merchants, each electronic indication identifying the

merchant from which the purchase was made and the amount of the purchase (see

paragraphs 28 and 31);

for each received indication, crediting to the reward account established for the

user an amount determined by multiplying the amount of the purchase identified by the

received indication by the reward percentage determined for the merchant identified by

the received indication (see paragraph 28); and

Tenembaum does not expressly teach when the balance of the reward account

established for the user reaches the maturity value of the savings bond, placing an

order to purchase the savings bond for the user. However, Perot teaches a system that

places an order when the balance of a consumer reward account reaches the maturity

value of a saving bond (see <u>Perot</u> paragraphs 39-40). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that <u>Tenembaum</u> system would place an order to purchase a bond when the balance of the customer's equity reward account reaches the maturity value of said bond, as taught by <u>Perot</u> in order to limit the risk to the consumer with the purchase of said bond, which guarantees the return of principal to said consumer.

As per claim 2, <u>Tenembaum</u> teaches:

The method of claim 1 wherein the savings bond is a Series EE United States savings bond (see paragraph 28).

As per claim 3, <u>Tenembaum</u> teaches:

The method of claim 1 wherein an order is placed by transmitting an electronic indication of the order to an issuer of the savings bond (see paragraphs 27-28).

As per claim 4, <u>Tenembaum</u> teaches:

The method of claim 1, but does not expressly further comprising obtaining a mailing address for the user, wherein the placed order specifies that the ordered savings bond be mailed to the mailing address. However, it is inherent that customers at registration[1] and applying for a equity reward account give their addresses where the earned bonds or equity would be mailed to said customers.

As per claim 5, <u>Tenembaum</u> teaches:

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[1] <u>Tenembaum</u> paragraph 26

The method of claim 1 wherein the savings bond has an acquisition cost, the method comprising paying the acquisition cost of the savings bond in conjunction with the placed order (see paragraphs 28 and 33).

As per claim 6, Tenembaum teaches:

The method of claim 1 teach wherein the savings bond has an acquisition cost, the method further comprising, for each received indication, charging the merchant identified by the received indication an amount between (1) A x B x C / D and (2) A x B, where A is amount of the purchase identified by the received indication, B is the reward percentage determined for the merchant identified by the received indication, C is the acquisition cost of the ordered savings bond, and D is the maturity value of the ordered savings bond (see paragraphs 26-28; for every $100 spent, a customer receives a Bond or Convertible Bond with a fair market value of US $1.00 or a share (1% rebate)).

As per claim 7, Tenembaum teaches:

The method of claim 1 wherein the method is performed for each of a plurality of users (see paragraph 26.

As per claim 8, Tenembaum teaches:

The method of claim 1, but does not expressly teach further comprising, after placing the order, reducing the balance of the reward account established for the user by the maturity value of the savings bond. However, it is inherent that Tenembaum reduces the customer's reward account balance, when said customer redeems said balance for a bond in order that the system can work properly and customers do not redeem rewards that said customer are not entitled to.

As per claim 9, <u>Tenembaum</u> teaches:

The method of claim 1, further comprising providing the balance of the reward account to the user (see paragraph 33).

As per claim 10, <u>Tenembaum</u> teaches:

The method of claim 1, further comprising providing the balance of the reward account to the user via the world wide web (see paragraph 31).

As per claim 11, <u>Tenembaum</u> teaches:

The method of claim 1, but does not expressly teach further comprising providing the balance of the reward account to the user via electronic mail. However, Official Notice is taken that it is old and well known in the computer art to transmit email messages to customers via the Internet. Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that <u>Tenembaum</u> would send email messages to customers indicating said customers' equity reward balance, as said customers are already using the Internet to log in to the reward incentive programs.

As per claim 13, <u>Tenembaum</u> teaches:

The method of claim 1 wherein the reward percentage determined for each merchant of the set is expressed in terms of the maturity value of the savings bond (see paragraph 28).

As per claim 48, <u>Tenembaum</u> teaches:

The method of claim 39, further comprising:

maintaining, for each of the plurality of customers, a reward currency balance (see paragraph 33);

for each monitored purchase, augmenting the reward currency balance maintained for the customer who made the purchase (see paragraph 33) but does not expressly teach each time the reward currency balance maintained for a customer exceeds a threshold amount, selecting the customer for conveyance of a financial instrument. However, Perot teaches a system where each time the customer's incentive award account exceeds a threshold amount said system purchase a financial instrument (see Perot paragraph 30). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Tenembaum system would place an order to purchase a bond when the balance of the customer's equity reward account reaches the maturity value of said bond, as taught by Perot in order to limit the risk to the consumer with the purchase of said bond, which guarantees the return of principal to said consumer.

As per claim 49, Tenembaum teaches:

The method of claim 48 wherein the threshold amount is a face value of the financial instrument (see paragraph 28).

As per claim 50, Tenembaum teaches:

The method of claim 48 wherein a reward currency increment is associated with each monitored purchase, and wherein augmenting the reward currency balance maintained for the customer who made the purchase involves adding the reward currency increment associated with the monitored purchase to the reward currency

balance maintained for the customer who made the purchase (see paragraphs 28 and 33).

As per claim 51, Tenembaum teaches:

The method of claim 48, further comprising augmenting the reward currency balance maintained for a distinguished customer when the distinguished customer performs a distinguished action other than making a purchase (see paragraph 30).

As per claim 52, Tenembaum teaches:

The method of claim 51 wherein the distinguished action is completing a customer survey (see paragraphs 26 and 30).

As per claim 53, Tenembaum teaches:

The method of claim 51 wherein the distinguished action is entering into a service contract (see paragraphs 30 and 31).

As per claim 54, Tenembaum teaches:

The method of claim 53 wherein the reward currency balance maintained for the distinguished customer is augmented once for entering into a service contract (see paragraph 31).

As per claim 55, Tenembaum teaches:

The method of claim 53 wherein the reward currency balance maintained for the distinguished customer is augmented periodically for entering into a service contract, so long as the service contract remains in force (see paragraphs 30-31).

As per claims 56-58, Tenembaum teaches:

The method of claim 51 wherein the distinguished action is becoming a member (see paragraphs 30-31).

4.   Claims 12 and 59 is rejected under 35 U.S.C. 103(a) as being unpatentable over Tenembaum (US 2001/0047295) in view of Perot (US 2002/0032627) and further in view of Ikeda (US 5,937,391).

As per claim 12, Tenembaum teaches:

The method of claim 1 but does not expressly teach wherein the placed order to purchase the savings bond for the user purchases the savings bond as a gift from the user to a donee designated by the user. However, Ikeda teaches a system, which transfers or donates customer's reward currency (see Ikeda col 10, lines 30-45). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Tenembaum would allow a first customer to transfer or donate said first customer's reward currency to another customer in order that said first customer have to option of sending gifts to other people, as taught by Ikeda.

As per claim 59, Tenembaum teaches:

The method of claim 48, but does not teach further comprising:

receiving an instruction from a first user to transfer a specified portion of the reward currency balance maintained for the first customer to a second customer;

in response to receiving the instruction:

removing the specified portion from the reward currency balance maintained for the first customer; and adding the specified portion to the reward currency balance

maintained for the second customer. However, <u>Ikeda</u> teaches a system, which transfers

customer's reward currency from said customer to another customer (see <u>Ikeda</u> col 10,

lines 30-45). Therefore, it would have been obvious to a person of ordinary skill in the

art at the time the application was made, to know that <u>Tenembaum</u> would allow a first

customer to transfer reward currency to another customer in order that said first

customer have to option to donate their earned reward currency to other people, as

taught by <u>Ikeda</u>.

Claim Rejections - 35 USC § 102

5.   The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that

form the basis for the rejections under this section made in this Office action:

> A person shall be entitled to a patent unless –
>
> (e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

Claims 14-45, 60-76 and 82-93 are rejected under 35 U.S.C. 102(e) as being

anticipated by <u>Tenembaum</u> (US 2001/0047295).

As per claim 14, <u>Tenembaum</u> teaches:

A method for marketing transactions using a reward currency, comprising:

(a)   displaying information describing an offered transaction (see paragraph

28); and

(b) in conjunction with the information describing the offered transaction,

displaying an indication of an amount of the reward currency that may be obtained by

entering into the transaction, an accumulated amount of the reward currency equal to a known future value of a financial instrument being exchangeable for the financial instrument (see paragraph 28).

As per claim 15, <u>Tenembaum</u> teaches:

The method of claim 14, further comprising exchanging the known future value of a financial instrument for the financial instrument (see paragraph 28).

As per claim 16, <u>Tenembaum</u> teaches:

The method of claim 14 wherein the displayed information describing a transaction describes a purchase transaction (see paragraph 33).

As per claim 17, <u>Tenembaum</u> teaches:

The method of claim 14 wherein the displayed information describing a transaction describes an information provision transaction (see paragraph 33).

As per claim 18, <u>Tenembaum</u> teaches:

The method of claim 17 wherein the described information provision transaction is a survey of information relating to the person entering into the transaction (see paragraph 30).

As per claim 19, <u>Tenembaum</u> teaches:

The method of claim 18 wherein the described information provision transaction is a survey of demographic information relating to the person entering into the transaction (see paragraph 26).

As per claim 20, <u>Tenembaum</u> teaches:

The method of claim 19 wherein the described information provision transaction is a survey of marketing information relating to the person entering into the transaction (see paragraph 30).

As per claim 21, Tenembaum teaches:

The method of claim 14 wherein the displayed information describing a transaction resulting in an ongoing contract (see paragraph 31).

As per claim 22, Tenembaum teaches:

The method of claim 14 wherein the offered transaction may have an amount, and wherein the displayed indication of an amount of reward currency is a percentage of the amount of the offered transaction (see paragraph 26).

As per claim 23, Tenembaum teaches:

The method of claim 14 wherein the displayed indication of an amount of reward currency is an absolute amount of reward currency (see paragraph 26).

As per claim 24, Tenembaum teaches:

The method of claim 14 wherein the reward currency has a name containing the name of a national currency, the method further comprising displaying the name of the reward currency in conjunction with the displayed indication of an amount of reward currency (see paragraph 28; "$").

As per claim 25, Tenembaum teaches:

The method of claim 14 wherein the reward currency has a name containing the word "dollar', the method further comprising displaying the name of the reward currency

in conjunction with the displayed indication of an amount of reward currency (see paragraph 28).

As per claim 26, <u>Tenembaum</u> teaches:

The method of claim 14 wherein the reward currency has a name containing the name of the financial instrument, the method further comprising displaying the name of the reward currency in conjunction with the displayed indication of an amount of reward currency (see paragraph 28).

As per claim 27, <u>Tenembaum</u> teaches:

The method of claim 14 wherein the reward currency has a name containing the word "bond", the method further comprising displaying the name of the reward currency in conjunction with the displayed indication of an amount of reward currency (see paragraph 28).

As per claim 28, <u>Tenembaum</u> teaches:

The method of claim 14 wherein the reward currency has the name "BondDollar", the method further comprising displaying the name of the reward currency in conjunction with the displayed indication of an amount of reward currency (see paragraph 28; every X dollars entitled to receive a Bond (i.e. Bond dollars))

As per claim 29, <u>Tenembaum</u> teaches:

The method of claim 14 wherein the displaying is performed in a physical location of the party offering the transaction (see paragraph 30).

As per claim 30, <u>Tenembaum</u> teaches:

The method of claim 14 wherein the displaying is performed by erecting a non-transitory display (see paragraphs 30-31).

As per claim 31, <u>Tenembaum</u> teaches:

The method of claim 30 wherein the non-transient display is a paper sign (see paragraphs 30-31).

As per claim 32, <u>Tenembaum</u> teaches:

The method of claim 14 wherein the displaying is performed using a video display device (see paragraph 31).

As per claim 33, <u>Tenembaum</u> teaches:

The method of claim 14 wherein the displaying is performed by serving a web page containing the displayed information (see paragraph 31).

As per claim 34, <u>Tenembaum</u> teaches:

The method of claim 33 wherein the served web page is served as part of a website of the party offering the transaction (see paragraph 30).

As per claim 35, <u>Tenembaum</u> teaches:

The method of claim 33 wherein the served web page is served as part of a website of a reward currency program operator (see paragraph 30).

As per claim 36, <u>Tenembaum</u> teaches:

The method of claim 33 wherein transactions offered by multiple parties are marketed by the method, and wherein (a) and (b) are repeated for each of the parties whose transactions are marketed by the method (see paragraph 30).

As per claim 37, <u>Tenembaum</u> teaches:

The method of claim 33 wherein purchase transactions offered by multiple merchants are marketed by the method, and wherein (a) and (b) are repeated for each of the merchants whose purchase transactions are marketed by the method (see paragraph 31).

As per claim 38, Tenembaum teaches:

A computer-readable medium whose contents causes a computer system to market transactions using a reward currency by:

(a)   displaying information describing an offered transaction (see paragraphs 30-31); and

(b) in conjunction with the information describing the offered transaction, displaying an indication of an amount of the reward currency that may be obtained by entering into the transaction, an accumulated amount of the reward currency equal to a known future value of a financial instrument being exchangeable for the financial instrument (see paragraph 28).

As per claim 39, Tenembaum teaches:

A method in a computing system for operating a loyalty program, comprising:

monitoring purchases made by each of a plurality of customers from merchants among a limited set of merchants (see paragraphs 28 and 31); and

conveying to customers among the plurality, selected based upon their monitored purchases, a financial instrument having a face value and an acquisition cost that is less than the face value (see paragraph 28).

As per claim 40, Tenembaum teaches:

The method of claim 39 wherein the acquisition cost of the conveyed financial instrument is substantially less than the face value of the financial instrument (see paragraph 28).

As per claim 41, Tenembaum teaches:

The method of claim 39 wherein the acquisition cost of the conveyed financial instrument is less than or equal to one-half of the face value of the financial instrument (see paragraph 28).

As per claim 42, Tenembaum teaches:

The method of claim 39 wherein the financial instrument is a bond (see paragraph 28).

As per claim 43, Tenembaum teaches:

The method of claim 39 wherein the financial instrument is a savings bond (see paragraph 28).

As per claim 44, Tenembaum teaches:

The method of claim 39 wherein the financial instrument is a US savings bond (see paragraph 28).

As per claim 45, Tenembaum teaches:

The method of claim 39 wherein the financial instrument is a Series EE US savings bond (see paragraph 28).

As per claim 46, Tenembaum teaches:

The method of claim 39 but does not expressly teach wherein the financial instrument is a certificate of deposit (see paragraph 28). Tenembaum does not explicitly

mentioned the term "certificate of deposit". However, said limitation is considered non-functional descriptive material, which would not patentably distinguished the claimed invention from the prior art.

As per claim 47, Tenembaum teaches:

The method of claim 39 but does not expressly teach wherein the financial instrument is whose appreciation in value is exempted from income tax in at least one jurisdiction. However, said limitation is considered non-functional descriptive material, which would not patentably distinguish the claimed invention from the prior art.

As per claim 60, Tenembaum teaches:

A computing system for operating a loyalty program, comprising:

a purchase monitor subsystem that monitors purchases made by each of a plurality of customers from merchants among a limited set of merchants (see paragraphs 28 and 33); and

a reward conveyance subsystem that conveys to customers among the plurality, selected based upon their monitored purchases, a financial instrument having a face value and an acquisition cost that is less than the face value (see paragraph 28).

As per claim 61, Tenembaum teaches:

A method in a computing system for operating a purchase reward program, comprising:

monitoring purchases made by each of a plurality of customers from merchants among a limited set of merchants (see paragraph 28); and

for customers among the plurality selected based upon their monitored purchases, arranging for the physical delivery of a financial instrument to the selected customers as a reward for their monitored purchases (see paragraph 33).

As per claim 62, Tenembaum teaches:

The method of claim 61 wherein arranging for the physical delivery of a financial instrument to a selected customer includes physically conveying the financial instrument to a delivery service for delivery to the selected customer (see paragraph 33). It is inherent, that Tenembaum would deliver the purchase bonds to a customer via well known method for said delivery, such as mailing said bond.

As per claim 63, Tenembaum teaches:

The method of claim 61 wherein arranging for the physical delivery of a financial instrument to a selected customer includes physically conveying the financial instrument to an address associated with the selected customer. The same argument made in claim 62 is also made in claim 63.

As per claim 64, Tenembaum teaches:

The method of claim 61 wherein arranging for the physical delivery of a financial instrument to a selected customer includes instructing a third party to physically convey the financial instrument to a delivery service for delivery to the selected customer. The same argument made in claim 62 is also made in claim 64.

As per claim 65, Tenembaum teaches:

The method of claim 61, further comprising:

maintaining, for each of the plurality of customers, a reward currency balance (see paragraph 33);

for each monitored purchase, augmenting the reward currency balance maintained for the customer who made the purchase (see paragraph 33); and

each time the reward currency balance maintained for a customer exceeds a threshold amount, selecting the customer for conveyance of a financial instrument (see paragraph 28).

As per claim 66, Tenembaum teaches:

The method of claim 65 wherein the threshold amount is a guaranteed future value of the financial instrument (see paragraph 28).

As per claim 67, Tenembaum teaches:

The method of claim 65 wherein a reward currency increment is associated with each monitored purchase, and wherein augmenting the reward currency balance maintained for the customer who made the purchase involves adding the reward currency increment associated with the monitored purchase to the reward currency balance maintained for the customer who made the purchase (see paragraphs 28 and 33).

As per claim 68, Tenembaum teaches:

The method of claim 65, further comprising augmenting the reward currency balance maintained for a distinguished customer when the distinguished customer performs a distinguished action other than making a purchase (see paragraph 30).

As per claim 69, Tenembaum teaches:

A computer-readable medium whose contents cause a computing system to operate a purchase reward program by:

monitoring purchases made by each of a plurality of customers from merchants among a limited set of merchants (see paragraphs 30-32); and

for customers among the plurality selected based upon their monitored purchases, arranging for the physical delivery of a financial instrument to the selected customers as a reward for their monitored purchases (see paragraphs 30-32).

As per claim 70, Tenembaum teaches:

A method in a computing system for operating a loyalty program, comprising:

monitoring purchases made by each of a plurality of customers from merchants among a limited set of merchants (see paragraphs 30-32); and

conveying to customers among the plurality, selected based upon their monitored purchases, a negotiable financial instrument (see paragraph 28).

As per claim 71, Tenembaum teaches:

The method of claim 70 wherein the financial instrument is of a type that enables it to be given as a gift to a third party (see paragraph 28).

As per claim 72, Tenembaum teaches:

The method of claim 70 wherein the financial instrument is of a type that enables it to be sold to a third party (see paragraph 28).

As per claim 73, Tenembaum teaches:

The method of claim 70 wherein the financial instrument is of a type that enables it to be redeemed in exchange for cash (see paragraph 33).

As per claim 74, <u>Tenembaum</u> teaches:

The method of claim 73 wherein the amount of cash for which the financial instrument may be redeemed is guaranteed to increase over time (see paragraph 28).

As per claim 75, <u>Tenembaum</u> teaches:

A computing system for operating a loyalty program, comprising:

a purchase monitor subsystem that monitors purchases made by each of a plurality of customers from merchants among a limited set of merchants (see paragraphs 31-32); and

a reward conveyance subsystem that conveys to customers among the plurality, selected based upon their monitored purchases, a negotiable financial instrument (see paragraph 28).

As per claim 76, <u>Tenembaum</u> teaches:

A method in a computing system for operating a loyalty program, comprising:

monitoring purchases made by each of a plurality of customers from merchants among a limited set of merchants (see paragraph 28); and

enlisting a third party to provide to customers among the plurality, selected based upon their monitored purchases, a reward for making the monitored purchases (see paragraphs 30-31).

As per claims 77-81, <u>Tenembaum</u> teaches:

The method of claim 76 but does not expressly teach wherein the enlisted third party is a government agency or government treasury or The United States Department of the Treasury or The United States Bureau of the Public Debt or The United States

Federal Reserve System (see paragraph 16 "public companies"). However, said limitations are considered non-functional descriptive material where the rewarding and redemption of earned awards would be performed the same regardless if the third party is a private, public or government agency.

As per claim 82, Tenembaum teaches:

A computer-readable medium whose contents causes a computer system to operate a loyalty program by:

monitoring purchases made by each of a plurality of customers from merchants among a limited set of merchants (see paragraph 33); and

enlisting a third party to provide to customers among the plurality, selected based upon their monitored purchases, a reward for making the monitored purchases (see paragraph 33).

As per claim 83, Tenembaum teaches:

One or more computer memories collectively containing a merchant reward percentage data structure, the contents of the data structure indicating, for each of a plurality of merchants, the percentage of the amount of a purchase from the merchant that the merchant agrees to credit to a reward account of the purchaser, credits to purchaser reward accounts totaling a known future value of a financial instrument being exchangeable for the financial instrument (see paragraphs 28 and 33).

As per claim 84, Tenembaum teaches:

One or more computer memories collectively containing a reward program member balance data structure indicating, for each of a plurality of reward program

members, a reward currency balance, each reward currency balance being expressed in units such that a reward currency balance equal to the face value of a selected type of savings bond may be exchanged for a savings bond of the selected type (see paragraphs 28 and 33).

As per claim 85, Tenembaum teaches:

A method in a client computer system for displaying a web page of a merchant that is affiliated with a loyalty program, comprising:

receiving information from one or more external sources (see paragraph 30); and

using the received information to display a web page of the merchant in such a way that information about the loyalty program is incorporated in the display of the web page (see paragraph 30).

As per claim 86, Tenembaum teaches:

The method of claim 85 wherein the incorporated information about the loyalty program includes an indication that the merchant is affiliated with the loyalty program (see paragraph 31).

As per claim 87, Tenembaum teaches:

The method of claim 85 wherein a user of the client computer system is a member of the loyalty program, and wherein this member of the loyalty program has a loyalty program reward balance, and wherein the incorporated information about the loyalty program includes an indication of the loyalty program reward balance for the member (see paragraph 33).

As per claim 88, Tenembaum teaches:

The method of claim 87 wherein the indication of the loyalty program reward balance for the member is displayed in terms of a future value of a reward financial instrument for which the loyalty program reward balance may be exchanged when the loyalty program reward balance grows large enough (see paragraph 28).

As per claim 89, Tenembaum teaches:

The method of claim 85 wherein the information is received from an external source associated with the merchant, who incorporates the information about the loyalty program with the web page (see paragraph 33).

As per claim 90, Tenembaum teaches:

The method of claim 85 wherein the information is received from an external source associated with an operator of the loyalty program, who incorporates the information about the loyalty program with the web page (see paragraph 33).

As per claim 91, Tenembaum teaches:

The method of claim 85 wherein the information is received from external source associated with both the merchant and an operator of the loyalty program (see paragraph 33).

As per claim 92, Tenembaum teaches:

The method of claim 85 wherein the receiving comprises:

receiving information comprising the web page from the merchant, the information comprising the web page including a link to the information about the loyalty program (see paragraphs 30-32); and

dereferencing the received link to retrieve the information about the loyalty program from an operator of the loyalty program (see paragraph 32-33).

As per claim 93, <u>Tenembaum</u> teaches:

The method of claim 92 wherein a user of the client computer system is a member of the loyalty program, and wherein this member of the loyalty program has a loyalty program reward balance, and wherein the dereferencing comprises using a member identifier stored for the member on the client computer system to request the loyalty program reward balance for the member from an operator of the loyalty program (see paragraph 33).

Conclusion

6.   Any inquiry concerning this communication or earlier communications from the examiner should be directed to DANIEL LASTRA whose telephone number is 571-272-6720 and fax 571-273-6720. The examiner can normally be reached on 9:30-6:00.
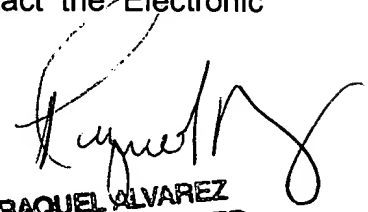
If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, ERIC W. STAMBER can be reached on 571-272-6724. The official Fax number is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system.   Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

Daniel Lastra

June 12, 2006

RAQUEL ALVAREZ
PRIMARY EXAMINER